



GAIL FARBER, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
<http://dpw.lacounty.gov>

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

August 3, 2010

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

#18 AUGUST 3, 2010

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**SMART GARDENING LEARNING CENTERS AT
MCNEES PARK IN WEST WHITTIER AREA AND EL CARISO COMMUNITY
REGIONAL PARK IN SYLMAR AREA
(SUPERVISORIAL DISTRICTS 1 AND 3)
(3 VOTES)**

SUBJECT

This action is to approve construction of outdoor Smart Gardening Learning Centers at McNees Park in the unincorporated area of West Whittier and at El Cariso Community Regional Park in Sylmar; to authorize the execution of a Use Agreement between Department of Public Works and Department of Parks and Recreation for construction, operation, and maintenance of the Smart Gardening Learning Centers.

**JOINT RECOMMENDATION WITH THE DEPARTMENT OF PARKS AND
RECREATION THAT YOUR BOARD:**

1. Find that the proposed projects are categorically exempt from the provisions of the California Environmental Quality Act for the reasons stated in this letter and in the record of the projects.
2. Approve construction of the Learning Centers at McNees Park and at El Cariso Community Regional Park, at a combined estimated cost of \$309,000.

3. Authorize the Director of the Department of Public Works or her designee and the Director of the Department of Parks and Recreation or his designee to execute the Use Agreement between the Department of Public Works and Department of Parks and Recreation for the construction, operation, and maintenance of the Learning Centers.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to find the projects exempt from California Environmental Quality Act (CEAQ) and to approve construction of the Smart Gardening Learning Centers (Learning Centers); to authorize the execution of a Use Agreement, which is enclosed as Exhibit A, between the Department of Public Works (Public Works) and the Department of Parks and Recreation (Parks and Recreation) for construction, operation, and maintenance of the Learning Centers.

The California Integrated Waste Management Act requires cities and counties in California to divert a minimum of 50 percent of their solid waste from disposal in landfills. A Public Works study estimated that yard waste comprises approximately 7 percent of residential waste generated in the unincorporated areas. To meet the State diversion mandate and to conserve landfill capacity, it is vital that the County continue to enhance programs to effectively divert waste from landfill disposal and to instill environmentally sound yard waste management practices among residents.

The County has implemented a Countywide Smart Gardening Program to reduce the disposal of residential yard waste. This program conducts workshops to teach residents about composting, grass recycling, water-wise gardening, and drought tolerant landscaping. The program conducts approximately 50 workshops at 11 Learning Centers and 60 off-site workshops annually. The proposed Smart Gardening Learning Centers at McNees Park and at El Cariso Community Regional Park will facilitate conducting additional workshops in the community.

Each proposed Smart Gardening Learning Center is approximately 4,000 square feet and includes an entry sign, seating benches made from recycled material, native and drought-tolerant landscaping, planters with drip-irrigation, bio-swale, demonstration compost bins, a cistern, and educational signage.

Construction drawings were prepared by Parks and Recreation's Planning and Development Agency in coordination with Public Works and Parks and Recreation's East and North Agencies. The construction will be implemented by the Los Angeles Conservation Corps (LACC), as part of their As-Needed Service Agreement with Parks and Recreation, for landscaping and maintenance services utilizing at-risk youth, as approved by your Board on August 7, 2007. The LACC construction contract will include a 60-day maintenance period after final construction approval.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs the provisions of Operational Effectiveness (Goal 1), and Community and Municipal Services (Goal 3). The recommended action will help meet these goals by coordinating departmental resources effectively to implement environmentally beneficial programs within communities.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

Construction drawings for the Smart Gardening Learning Centers were prepared by Parks and Recreation as in-kind services. Construction will be performed by the LACC through a Work Order from Parks and Recreation. Construction project management will be performed by Parks and Recreation.

The combined estimated construction cost for the Smart Gardening Learning Centers is \$309,000, which includes \$37,883.92 for construction project management and \$271,116.08 for work performed by LACC.

Funds for construction of the Smart Gardening Learning Centers are available from the Public Works' Fiscal Year 2010-11 Solid Waste Management Fund Budget. Parks and Recreation will bill Public Works for the construction of the projects, not to exceed \$309,000.

Parks and Recreation does not anticipate any one-time or ongoing costs resulting from the recommended actions. Public Works will provide all maintenance required for the Smart Gardening Learning Centers at McNees Park and El Cariso Community Regional Park. Ongoing maintenance costs will be funded from Public Works' Solid Waste Management Fund.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

These projects are part of the County's Smart Gardening Program.

It is estimated the work will start in the summer of 2010 and will be completed in approximately 70 working days.

A Work Order will be issued by Parks and Recreation under Agreement No. 10274 with the LACC, authorized by your Board on December 5, 2006, and executed on August 7, 2007. The agreement contains provisions for the contractor to comply with terms and conditions supporting your Board's policies. The agreement is for at-risk

The Honorable Board of Supervisors
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youths employed by LACC to perform as-needed landscaping, maintenance, and minor improvement services at County parks.

County Counsel has approved the Use Agreement as to form.

ENVIRONMENTAL DOCUMENTATION

The projects are categorically exempt from CEQA, according to Sections 15302(c), 15303 (d), (e) and 15304 (a), (b) of the State CEQA Guidelines and Classes 3(a), (b) and 4(a), (c) of the Environmental Document Reporting Procedures and Guidelines adopted by your Board on November 17, 1987, because the project provides for improvement of the existing irrigation and drainage systems, installation of a new irrigation system, as well as new accessory structures, minor grading, and landscaping.

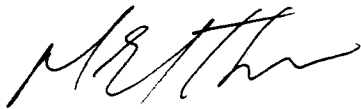
IMPACT ON CURRENT SERVICES (OR PROJECTS)

There will be no impact on current County services or projects during the performance of these recommended actions.

CONCLUSION

Please return one adopted copy of this letter to Public Works, Environmental Programs Division, and to Parks and Recreation.

Respectfully submitted,



For: GAIL FARBER
Director of Public Works



For: RUSS GUINEY
Director of Parks and Recreation

GF:kp/my
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Enclosure

c: Chief Executive Office
County Counsel
Executive Officer

USE AGREEMENT

FOR

MCNEES PARK SMART GARDENING LEARNING CENTER

AND

**EL CARISO COMMUNITY REGIONAL PARK
SMART GARDENING LEARNING CENTER**

THIS AGREEMENT entered into on _____, 2010, by and between the COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS, a body corporate and politic (herein referred to as USER), and the COUNTY OF LOS ANGELES DEPARTMENT OF PARKS AND RECREATION, a body corporate and politic (herein referred to as PARKS AND RECREATION).

WITNESSETH

WHEREAS, PARKS AND RECREATION holds title to the properties (herein referred to as PREMISES) known as McNees Park, located at 11590 Hadley Street in unincorporated area of West Whittier, and El Cariso Community Regional Park, located at 13100 Hubbard Street in Sylmar, in the County of Los Angeles, State of California; and

WHEREAS, USER desires to place Smart Gardening Learning Centers (hereinafter referred to as LEARNING CENTERS) within PREMISES to conduct activities under the County's Countywide Smart Gardening Program; and

WHEREAS, PARKS AND RECREATION has developed construction plans and specifications for the improvement of the PREMISES and construction of the LEARNING CENTERS. These improvements include benches, raised planters, landscaping, an irrigation system, trees, cisterns, compost bins, bin storage area, and signs; and

WHEREAS, USER and PARKS AND RECREATION desire to enter into this AGREEMENT to provide for the construction, financing, operation, and maintenance of the LEARNING CENTERS, and obligations of each party; and

WHEREAS, USER and PARKS AND RECREATION have no financial obligation to each other under this AGREEMENT, except as herein expressly provided.

THEREFORE, in consideration of the promises and faithful performance by USER and PARKS AND RECREATION of mutual covenants herein contained, for the period of time herein set forth, IT IS MUTUALLY AGREED that:

SECTION I

USER AGREES:

1. Fund all construction costs, including the Los Angeles Conservation Corps (LACC) work order payment and construction management, for the LEARNING CENTERS in the not-to-exceed amount of three hundred and nine thousand and 00/100 Dollars (\$309,000). USER'S payment will be based on PARKS AND RECREATION'S final accounting invoice as provided in Section II.5.
2. After USER'S field acceptance of each LEARNING CENTER, inspect, maintain, and keep the LEARNING CENTER in safe and clean condition, free from graffiti; to not permit rubbish, beverage containers, or garbage to accumulate at any time; and to bear the cost for said actions.
3. Follow any local, State, and Federal laws or regulations in effect while on the PREMISES.
4. Modify, relocate, or remove any structures within the LEARNING CENTERS, to the extent they do not comply with the construction drawings, upon written receipt of notice from PARKS AND RECREATION if in the sole opinion of PARKS AND RECREATION, it is determined that said structures interfere with the use of the PREMISES.
5. Replace or repair any PARKS AND RECREATION property on PREMISES that is damaged by USER or any person entering the PREMISES with consent of the USER, either express or implied. Said action is to be completed within a reasonable time to the satisfaction of PARKS AND RECREATION. If USER fails to effect such replacement or repairs, PARKS AND RECREATION may undertake them and the USER will reimburse PARKS AND RECREATION for any and all expenses incurred within thirty (30) days of billing.
6. Apportion responsibility and indemnification in accordance with Government Code Section 895.4, notwithstanding any other provision of law, as follows:
 - a. USER agrees to indemnify, defend, and hold harmless PARKS AND RECREATION against any claims of any nature whatsoever, arising from or in connection with the maintenance, operation, or use of the LEARNING CENTERS by USER. This indemnification and defense specifically includes any claim, loss, or demand brought against PARKS AND RECREATION from or on behalf of any patrons using the LEARNING CENTERS.

- b. PARKS AND RECREATION shall not be liable for any injury or loss to person or property occurring due to the USER'S operation of the LEARNING CENTERS arising out of: (a) any act, activity, or omission of USER or anyone acting under USER; (b) the use of the LEARNING CENTERS or any part thereof, by or under USER; and/or (c) any state or condition of the LEARNING CENTERS or any part thereof.
 - c. USER releases PARKS AND RECREATION and waives all right to damages for any loss, costs, or expenses USER may sustain as a result of damage to or destruction of LEARNING CENTERS attributable to PARKS AND RECREATION'S public recreation function caused by inadequacy or failure of PARKS AND RECREATION'S facilities.
7. Restore the PREMISES to the satisfaction of PARKS AND RECREATION, at the expiration or sooner termination of this AGREEMENT at its own expense, to a condition similar to that which existed before the LEARNING CENTERS, except reasonable wear and tear. If USER fails to remove the improvements and restore the PREMISES within ninety (90) days after receipt of notice by PARKS AND RECREATION, PARKS AND RECREATION may remove the improvements itself and the USER agrees to reimburse PARKS AND RECREATION for any and all expenses incurred within thirty (30) days of billing.

SECTION II

PARKS AND RECREATION AGREES:

1. To prepare a work order to LACC for construction of each LEARNING CENTER and to perform construction management on behalf of the USER.
2. To furnish an inspector to ensure compliance of construction with the plans and specifications and to obtain USER'S prior written approval of any change order or change in the cost estimates for the Project.
3. To construct LEARNING CENTERS in accordance with plans and specifications. The work product must be free from material defects and constructed in a safe and workmanlike manner using quality material and finishes and in compliance with accepted construction and design industry standards.
4. Upon field acceptance of Project by both USER and PARKS AND RECREATION, USER, and its agents and contractors, are authorized to enter PREMISES without limitation to access the LEARNING CENTERS to conduct activities related to the Countywide Smart Gardening Program. Activities include but are not limited to LEARNING CENTER maintenance, alteration, and operation as required to conduct workshops to teach residents about composting, smart gardening, and drought tolerant landscaping.

5. Furnish USER, within sixty (60) calendar days after field acceptance of Project by both USER and PARKS AND RECREATION, and after final contract payment to LACC, a final accounting of the actual cost of Project including an itemization of actual unit and material costs for the construction of LEARNING CENTERS.
6. Neither USER nor any officer of USER shall be responsible for any damage or liability occurring by reason of any acts or omission on the part of PARKS AND RECREATION under or in connection with any construction work, authority, or activity determined to be the responsibility of PARKS AND RECREATION under this agreement.

SECTION III

IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:

1. LEARNING CENTERS to be maintained by USER will consist of improvements shown in the plans and specifications excluding the trees and ground irrigation system. Said trees and ground irrigation system are part of the PREMISES and will be maintained by PARKS AND RECREATION.
2. USER will review final accounting invoice prepared by PARKS AND RECREATION and report in writing any discrepancies to PARKS AND RECREATION within thirty (30) calendar days after receiving the said invoice. PARKS AND RECREATION will review all identified discrepancies and submit a response within thirty (30) calendar days of receipt of USER'S written report. USER will make payment upon clarification of discrepancies within thirty (30) calendar days of receiving response.
3. Use of the LEARNING CENTERS shall be subordinate to the needs of PARKS AND RECREATION. PARKS AND RECREATION reserves rights to access the LEARNING CENTERS at any time, with or without prior notice to USER.
4. The term of this AGREEMENT shall be five (5) years commencing upon execution. After conclusion of the five (5) year term, the AGREEMENT will be continuous unless terminated by either party at its discretion as described herein.
5. To terminate the AGREEMENT, a party shall issue a written notice, one hundred (100) days prior to desired termination, to the other party declaring its desire to terminate the AGREEMENT. USER shall restore at its expense the area of the LEARNING CENTERS, as specified in Section I, Clause 7.
6. Any amendment to this AGREEMENT shall be executed by USER'S Director of Public Works, or her designee, and PARKS AND RECREATION'S Director of Parks and Recreation, or his designee.

7. Any notice to be given or document to be delivered by PARKS AND RECREATION or USER to the other party may be delivered, in person to either party or by private courier or may be deposited in the United States mail, duly registered or certified, with postage prepaid and addressed to the party for whom intended as follows:

USER:

County of Los Angeles
Department of Public Works
Attn: Environmental Programs Division
P.O. Box 1460
Alhambra, CA 91802-1460

PARKS AND RECREATION:

County of Los Angeles
Department of Parks and Recreation
Attn: Contracts Division
301 North Baldwin Avenue
Arcadia, CA 91007

IN WITNESS WHEREOF, the COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS and the COUNTY OF LOS ANGELES DEPARTMENT OF PARKS AND RECREATION, both bodies corporate and politic, by order of their Board of Supervisors, having caused this AGREEMENT to be subscribed by the Director of Public Works and the Director of Parks and Recreation as of the day, month, and year first written above.

COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS

GAIL FARBER
Director of Public Works

By: _____
Deputy Director

APPROVED AS TO FORM:

ANDREA SHERIDAN ORDIN
County Counsel

By: _____
Deputy

COUNTY OF LOS ANGELES
DEPARTMENT OF PARKS AND RECREATION

RUSS GUINEY
Director of Parks and Recreation

By: _____
Deputy Director

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